

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

**DAMA L. JAYCOX and NASSER
AL-MASALMEHS,**

Plaintiff

v.

**GC SERVICES LIMITED
PARTNERSHIP- DELEWARE,
d/b/a GC SERVICES, and
TANYA L. CHRISTMANN,**

Defendants

Cause No. 4:06CV 0481CDP

ANSWER OF TANYA L. CHRISTMANN TO GC SERVICES CROSS-CLAIM

In response to Defendant GC Services Limited Partnership's Cross Claim for Indemnification, Defendant Tanya L. Christmann states and alleges:

INTRODUCTION

1. Admit
2. Admit
3. Tanya L. Christmann admits that Plaintiff's petition contains referenced paragraphs, but denies all other allegations contained in paragraph 3 of the Cross-Claim.
4. Tanya L. Christmann admits that Plaintiff's petition contains referenced counts, but denies all other allegations contained in paragraph 4 of the Cross-Claim.
5. Admit
6. Deny
7. Plaintiff has insufficient knowledge to admit or deny allegations in paragraph 7.

8. Deny

9. Deny

Wherefore, Cross-Defendant Tanya L. Christmann prays the court dismiss the Defendant GC Services Limited Partnership's Cross Claim for Indemnification, to award her attorney's fees and costs, and for such other and further relief as the court deems just and proper.

AFFIRMATIVE DEFENSES

In addition to the defenses and denials set forth above, Defendant Tanya L. Christmann asserts the following affirmative defenses. In pleading these defenses, Tanya L. Christmann does not admit that she bears the burden of proof, production, or persuasion on such defenses. Further, Tanya L. Christmann specifically reserves the right to raise any and all counterclaims and additional defenses, including affirmative defenses that may become apparent at any time in the course of this litigation.

1. Defendant' GC Services Limited Partnership's Cross-Claim fails to state a claim upon which relief can be granted.

2. Defendant' GC Services Limited Partnership has failed to properly and reasonably mitigate its damages.

3. Any damages sustained by Defendant' GC Services Limited Partnership was the result of its actions or inactions including but not limited to inadequate training of Tanya L. Christmann.

4. Tanya L. Christmann has acted reasonably, in good faith, and in compliance with all applicable statutes at all times relevant to the allegations in the Defendant' GC Services Limited Partnership's Cross-Claim.

5. While Tanya L. Christmann specifically denies that she has violated any clause of 15 U.S.C. § 1681, she states that any such violation was the result of mistake.

6. Defendant' GC Services Limited Partnership is not entitled to recover attorney's fees, costs, or interests in this action.

7. Defendant' GC Services Limited Partnership's Cross-Claim was filed in bad faith or for the purpose of harassment, and therefore, the Defendant Tanya L. Christmann is entitled to recover her costs and attorney's fees pursuant to 15 U.S.C. § 1681n and 15 U.S.C. § 1681o.

8. Defendant' GC Services Limited Partnership's Cross-Claim was not timely filed and should be dismissed.

Wherefore, Cross-Defendant Tanya L. Christmann prays the court dismiss the Defendant GC Services Limited Partnership's Cross Claim for Indemnification, to award her attorney's fees and costs, and for such other and further relief as the court deems just and proper.

Respectfully submitted:

KASPER LAW FIRM, LLC

By: /s/ Kevin J. Kasper

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Attorney for Defendant
Tanya L. Christmann

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of January, 2007, the foregoing was filed electronically with the Clerk of the Court to be served by operation of the courts electronic filing system upon the following:

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/S/ Kevin J. Kasper